

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION AT KNOXVILLE**

**HOLLIS H. MALIN, JR. and
LINDA D. MALIN,**

Plaintiffs,

v.

**JPMORGAN; JP MORGAN CHASE;
JPMORGAN CHASE BANK;
JPMORGAN CHASE, NATIONAL
ASSOCIATION; and CHASE HOME
FINANCE, LLC,**

Defendants.

Case No.: 3:11-cv-00554

**(Removed from the Chancery Court of
Knox County, Tennessee at Knoxville,
Case No.: 81503-2)**

AFFIDAVIT OF MICHAEL D. HORNBACK

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, Michael D. Hornback, having been duly sworn, do state upon my oath as follows:

1. I am over the age of eighteen (18) and am competent to give this Affidavit. The matters set forth herein are from my personal knowledge.

2. I am a Partner with the law firm of Wyatt, Tarrant & Combs, LLP, with my office located at 2525 West End Avenue, Suite 1500, Nashville, Tennessee 37203. I am counsel for the Defendant JPMorgan Chase Bank, N.A., for itself and as successor by merger to Chase Home Finance, LLC ("Chase") in this action. I was licensed to practice law in the State of Tennessee in 2002 and my Tennessee Board of Professional Responsibility number is 22128.

3. On August 2, 2012, I received the original Note, Deed of Trust, and Loan Modification Agreement from Chase. Since August 2, 2012 through the present, all of those documents have been in my exclusive physical possession, except when I personally handed

them to Plaintiffs' counsel for him to make copies of the same at his office immediately prior to the Plaintiffs' depositions.

4. On September 14, 2012, at the request of Plaintiffs' counsel, I personally (with my own two hands) took the original Note, Deed of Trust, and Loan Modification Agreement to a scanning machine located near my personal office within my law firm's office space. I then personally placed the original Note, Deed of Trust, and Loan Modification Agreement into the scanner one at a time. After scanning each document, I emailed the scanned versions to myself from the scanning machine (which because of the way my Firm's scanners are configured, looks like an email from myself to myself). See Collective Exhibit 1 hereto.

5. A few minutes after scanning all three documents, I sent an email to Plaintiffs' counsel attaching the same thereto. A true and correct copy of my September 14, 2012 email to Plaintiffs' counsel is attached hereto as **Exhibit 2**.


6. I have been informed that Nuance Communications is a vendor which provides the software and/or services which enables the scanning machines at my Firm to send pdf documents to my email address. Essentially, as I understand it, Nuance Communications provides the technology that delivers the pdf scan from the scanning machine to my email inbox.

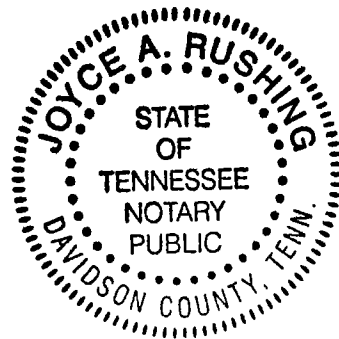
7. I emphatically and categorically deny manipulating, altering, and/or attempting to manipulate and/or alter any information contained in the Note, Deed of Trust or Loan Modification Agreement. Frankly, I do not possess the skill, training, or knowledge that would allow me to even attempt to digitally alter a document (as can be seen from my rudimentary redacting skills on D.E. No. 24-1). I likewise emphatically and categorically deny attempting to perpetrate a fraud on this, or any other, Court.

Further the Affiant sayeth not this the 22nd day of January, 2013.


Michael D. Hornback

The foregoing instrument was acknowledged before me this the 22 day of JANUARY, 2013, by Michael D. Hornback, to me personally known or who has provided sufficient evidence of his identity.


NOTARY PUBLIC
Printed Name: Joyce A Rushing



My Commission Expires: _____

My Commission Expires SEPT. 8, 2013

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